



IN THE CIRCUIT COURT OF MADISON COUNTY, ALABAMA

**DYNAMIC CAMPUS SOLUTIONS,
INC.,**

Plaintiff,

vs.

OAKWOOD UNIVERSITY, INC.,

Defendant.

Case No.:

JURY TRIAL DEMANDED

COMPLAINT

COMES NOW Plaintiff Dynamic Campus Solutions, Inc. (“**Dynamic Campus**”), and for its claims and causes of action against Defendant Oakwood University, Inc. (“**Oakwood University**”), states as follows:

THE PARTIES

1. Plaintiff Dynamic Campus Solutions, Inc. is a corporation that is organized under the laws of the State of California, with a principal place of business located at 211 East 7th Street, Suite 260, Austin, Texas 78701.

2. Defendant Oakwood University is an institution of higher education whose business address is, and may be served at, 7000 Adventist Blvd. NW, Huntsville, AL 35896.

JURISDICTION AND VENUE

3. This Court has jurisdiction over the parties to this action and over the subject matter of this action.

4. This Court has personal jurisdiction over the Defendant because it requested that Plaintiff provide information technology services for them within the State of Alabama. Additionally, the parties signed a written agreement that contained a Controlling Law and Venue

provision whereby Defendant consented to this court's jurisdiction as to any litigation between the parties arising out of or relative to the Service Agreement.

5. Venue is proper in this court pursuant to Alabama Code 6-3-7 because a substantial part of the events or omissions giving rise to this claim occurred in Madison County. Furthermore, the parties signed a written agreement that contained a Controlling Law and Venue provision which mandates that venue lies in a federal court of competent jurisdiction situated in or having proper venue over civil litigation actions arising under the Service Agreement, which shall be conducted in Madison County, Alabama.

CONDITIONS PRECEDENT

6. All conditions precedent have been performed or have occurred as required by the applicable sections of the Information Technology Services Agreement ("**Service Agreement**") between Dynamic Campus and Oakwood University.

FACTUAL BACKGROUND

7. On May 1, 2019, Dynamic Campus and Oakwood University executed a written contract known as the Service Agreement. A true and correct copy of the contract is attached as **Exhibit A**.

8. The contract provided that Dynamic Campus would provide information technology services as described in the Service Agreement and submit invoices to Oakwood University in accordance with the payment schedule as defined in Schedule B of the Service Agreement.

9. Oakwood University agreed to purchase the information technology services and pay the invoices by electronic transfer to the account designated by Dynamic Campus. Oakwood further agreed that payment not received within thirty (30) days of the due date will be considered

late payment and subject to a daily interest charge, with all interest charged computed at a monthly interest rate of two percent (2%).

BREACH OF CONTRACT

10. Dynamic Campus hereby incorporates by reference as though fully set forth herein each of the allegations contained in paragraphs 1 through 9.

11. Dynamic Campus has provided information technology services to Oakwood University, sent monthly invoices related to those services to Oakwood University, and otherwise performed all of its obligations under the Service Agreement.

12. Oakwood University has accepted Dynamic Campus' services and invoices. Despite repeated demands, Oakwood University has failed and refused to pay Dynamic Campus for the services provided and are in breach of the Service Agreement.

13. As a direct and proximate result of Oakwood University's breach of contract, Dynamic Campus has suffered significant damages. Dynamic Campus seeks compensatory damages along with attorneys' fees, interest and costs as may be established before the jury and in an amount that exceeds the minimum jurisdictional limits of the Court.

REQUEST TO COMPEL MEDIATION

14. The parties' Service Agreement contains at section 10 a Disputes clause in the event a dispute arises under the Service Agreement. Dynamic Campus has complied with the procedures outlined in this Section and exhausted all efforts, but to no avail. Despite Dynamic Campus' request to submit the dispute to non-binding mediation, Defendant has failed to respond to the request to resolve their dispute through mediation. Accordingly, Dynamic Campus is requesting an order to compel Defendant to submit their dispute to mediation in a mutually agreeable place within Madison County, Alabama.

ATTORNEY'S FEES

15. As a result of Oakwood University's breach of the Service Agreement, Dynamic Campus retained an attorney and seeks reimbursement for its reasonable attorneys' fees, as authorized by applicable law.

PRAYER

WHEREFORE Plaintiff Dynamic Campus Solutions, Inc. hereby requests this Court enters judgment in its favor by and against Defendant Oakwood University together with all damages, along with its reasonable attorney's fees, interest, costs and expenses incurred in instituting and prosecuting this lawsuit; compel mediation to address termination of the Service Agreement pursuant to Section 10 of the Service Agreement; and any other and further relief entitled to Plaintiff as this Court deems just and proper in this lawsuit.

DATED THIS November 3, 2022

Respectfully Submitted,

s/Thomas E. Bazemore, III

Thomas E. Bazemore, III (BAZ001)

Attorney for Dynamic Campus Solutions

OF COUNSEL:

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JURY DEMAND

PLAINTIFF REQUESTS A TRIAL BY STRUCK JURY.

PLEASE SERVE THE DEFENDANT BY CERTIFIED MAIL AT THE ADDRESS BELOW:

Oakwood University, Inc.
The President of the Corporation
7000 Adventist Blvd. NW
Huntsville, Alabama 35896